



TERMS of BUSINESS

GENERAL CONDITIONS

www.kiwicableandwire.nz is a website ("site") operated by Kiwi Cable & Wire Limited, a New Zealand-owned business. Throughout the site, and this document, the terms "we", "us" and "our" refer to Kiwi Cable & Wire Limited.

We reserve the right to refuse service to anyone for any reason at any time. We supply Products and/or Services only within New Zealand.

ACCEPTANCE

Any instructions (written or verbal) received by Kiwi Cable & Wire Limited from you (the Customer) for the supply of Products and/or Services constitutes a binding contract and acceptance of these Terms of Business.

ACCURACY AND COMPLETENESS OF INFORMATION

Occasionally material on our website may not be accurate, complete, or current. We are not responsible for decisions made by the Customer based solely on information available on our website.

We reserve the right to change or update information at any time; and correct any errors, inaccuracies or omissions relating to Product descriptions, Prices, offers, charges, timings and availability. We may cancel or amend orders at any time without prior notice if any information provided by us is inaccurate.

PRICE

All Prices are quoted in New Zealand Dollars (NZD), excluding Goods and Services Tax (GST) and Freight. Listed Prices for our Products may change without notice.

The Price may be increased by the amount of any reasonable increase in the cost of supply of Products (that is beyond the control of Kiwi Cable & Wire) between the date of the contract and delivery of the Product to the Customer.

QUOTES

Any written quotation from us is valid for 30 days from the date listed on the Quote, unless otherwise agreed. The price is exclusive of GST and Freight charges, unless specifically stated.

Kiwi Cable & Wire reserve the right to alter a Quote because of circumstances beyond our control.

The Customer agrees to pay for any additional costs of Products and/or Services which are required in addition to those listed in the Quote.

PRODUCTS

We reserve the right to modify or discontinue a Product, or any part or content of a Product, without notice at any time, and to cancel or void any quotation or order already in process. Certain Products may have limited quantities available.

FREIGHT and DELIVERY

If you require Products that you have ordered from us to be delivered to your premises, a Freight charge will apply and will be added to the invoice

If delivery is arranged between Kiwi Cable & Wire and you, the Customer, we undertake to provide delivery of the Products within a reasonable time frame. If a delivery date is specified, that date is an estimate only and we are not liable for any delays.

You must inspect any Products after taking delivery and notify Kiwi Cable & Wire immediately of any errors, omissions, defects or damage to the Products that we have supplied.

PAYMENT

Payment for Products and/or Services supplied by Kiwi Cable & Wire is due in full within 7 days of the date of our invoice, unless otherwise agreed between Kiwi Cable & Wire and the Customer.

We reserve the right to charge interest at the rate of 2.5% per month on any overdue invoices.

A deposit may be required.

If any part of an invoice is in dispute, the balance will remain payable and must be paid when due.

Kiwi Cable & Wire will take all reasonable steps to notify the Customer of late payments due; however any expenses and legal costs incurred by us to recover any debt will be paid by the Customer.

OWNERSHIP OF PRODUCTS

Risk in any Products supplied by Kiwi Cable & Wire will pass to you (the Customer) when the you have taken delivery of the goods. However, ownership of Products is retained by Kiwi Cable & Wire until all payments are made in full. Kiwi Cable & Wire (or a representative) shall be allowed to enter the Customer's premises for the purpose of recovering Products supplied for which payment has not been made. If such Products are sold by the Customer prior to recovery or payment due then the proceeds of sale are the property of Kiwi Cable & Wire.

RETURNS

Kiwi Cable & Wire are not obliged to accept the return of any Products for credit and we may grant or refuse requests for return based on our sole discretion. Returned Products must be in the same condition as despatched. A handling fee may be charged for Products returned (unless the return is due to an error or omission of Kiwi Cable & Wire and/or our representatives).

WARRANTIES

Manufacturer's Warranty applies to Products supplied by Kiwi Cable & Wire.

JURISDICTION AND REGULATIONS

These Terms of Business are governed by the laws of New Zealand. Both parties submit to the jurisdiction of New Zealand in respect of any claims, proceedings or legal actions.

CHANGES TO TERMS OF BUSINESS

You can review the most current Terms of Business on our website. We reserve the right to update, replace or change any part of these Terms of Business at any time and changes will take effect from when they are published on our website www.kiwicableandwire.nz.

DEFINITIONS

For these Terms (unless the context otherwise requires):

"Kiwi Cable & Wire" means Kiwi Cable & Wire Limited, or any agents or employees thereof.

"Customer" means any person purchasing Products and/or Services from Kiwi Cable & Wire, or any person acting on behalf of and with the authority of the Customer.

"Product" or "Products" means all goods supplied by Kiwi Cable & Wire to the Customer; and all goods supplied by Kiwi Cable & Wire and further identified in any invoice issued by Kiwi Cable & Wire to the Customer.

"Products and Services" means all products, goods, services and advice provided by Kiwi Cable & Wire to the Customer and any fee or charge associated with the supply of Products and Services by Kiwi Cable & Wire to the Customer, for example hire charges, freight or insurance.

"Price" means the cost of the Products and/or Services as agreed between Kiwi Cable & Wire and the Customer.

"Freight" means an additional fee for handling, transporting and otherwise delivering the Products that you have ordered from us to your New Zealand location.

"GST" means Goods and Services Tax, as at the appropriate rate from time to time.

CONTACT US

For any questions about these Terms of Business, please contact Kiwi Cable & Wire at http://www.kiwicableandwire.nz/contact_us